UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Felicia Burch, Scott Bloom, Matthew Burch, Jeffrey Ehlenz, Carol Gabriele, Nicole Graham, Jeffrey Kosek, Karen Zeeb, David Howard, Colleen Kist, Ronald Schneberger and Gena Margason, on behalf of themselves and other individuals similarly situated,

Plaintiffs,

v.

Qwest Communications International Inc., a Delaware corporation, Qwest Communications Corporation, a Colorado corporation, and Qwest Corporation, a Delaware Corporation,

Defendants.

No. 06-CV-3523-MJD/AJB

Darcy Jones and Paul Larsen, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Qwest Communications International Inc., a Delaware corporation, Qwest Communications Corporation, a Colorado corporation, and Qwest Corporation, a Delaware corporation,

Defendants.

No. 07-CV-2979-MJD/AJB

ORDER GRANTING ATTORNEYS' FEES, COSTS AND PLAINTIFF SERVICE PAYMENTS

On September 14, 2012, the Court heard Plaintiffs' Motion for Attorneys' Fees, Costs and Plaintiff Service Payments. The Court, having considered all of the submissions and arguments with respect thereto, and any objections submitted; pursuant to Fed. R. Civ. P. 23 and 29 U.S.C. § 201 *et. seq*., and in accordance with the terms of the Settlement Agreement, grants Plaintiffs' Motion.

IT IS ORDERED THAT:

1. Approval of Attorneys' Fees, Costs, and Expenses. Plaintiffs' Counsel has moved for an award of attorneys' fees and reimbursement of expenses. The Court awards Plaintiffs' Counsel's requested attorneys' fees, costs and expenses ($1,566,666.67 in attorneys' fees, $535,540.42 in costs, and $5,912.16 in past and future settlement administration costs). The Court finds this award to be fair and reasonable. The awarded fees, costs, and expenses shall be paid from the Total Settlement Fund in accordance with the terms of the Settlement Agreement. This award fully satisfies all claims for attorneys' fees and/or costs by any legal counsel retained by or serving any Plaintiffs in the Litigation.

The Eighth Circuit has "approved the percentage-of-recovery methodology to evaluate attorneys' fees in a common-fund settlement such as this" and has found "no abuse of discretion in the district court's awarding 36% to class counsel who obtained significant monetary relief on behalf of the class." In re U.S. Bancorp Litig., 291 F.3d 1035, 1038 (8th Cir. 2002). "[T]o recover fees from [a] common fund, attorneys must demonstrate that their services were of some benefit to [the] fund or enhanced [the] adversarial process." Id. (citing Petrovic v. Amoco Oil Co., 200 F.3d 1140, 1156 (8th Cir. 1999)). "[U]se of the 'lodestar' approach is sometimes warranted to double-check the result of the 'percentage of the fund' method." Petrovic, 200 F.3d at 1157.

Here, the attorneys' fees award is 33% of the total fund amount, which is reasonable. Class Counsel obtained a substantial settlement amount for Plaintiffs and their aggressive pursuit of this lawsuit influenced Qwest's many new policies and procedures, implemented during the pendency of this lawsuit, to eradicate unpaid overtime. Class Counsel took a large risk by litigating this case for six years on a contingency fee basis and, to date, no compensation. Moreover, the lodestar amount for this litigation is significantly more than the requested fee award.

Additionally, the costs requested are reasonable amounts in legitimate categories. Discounted expert fees constitute the majority of the costs, and the Court notes that experts were invaluable to Plaintiffs in this case in connection with certification and dispositive motions.

2. Approval of Service Payments. Plaintiffs' have moved for an award of a modest service payment to lead named plaintiff Felicia Burch in the amount of $1,000, for Plaintiff Burch's contributions to the case and for service payments of $200 for each Plaintiff who was deposed. The Court awards Plaintiffs' request. "Courts routinely recognize and approve incentive awards for class representatives and deponents." Wineland v. Casey's Gen. Stores, Inc., 267 F.R.D. 669, 677 (S.D. Iowa 2009). Here, the incentive payment amounts are small, and the Court finds that the recipients dedicated time and effort to enhance the success of this litigation.

3. Release and Injunction From Any Demands or Claims For Attorneys' Fees and Costs. In accordance with the Settlement Agreement, and upon the Effective Date of the same, the Qwest Defendants and all other Released Parties shall be finally and fully released from any demand or claim for attorneys' fees or costs by any Plaintiff or any legal counsel retained by or serving any Plaintiffs in the Litigation, or otherwise for any liability for attorneys' fees or costs apart from or in addition to the award of attorney's fees and costs set forth herein, and any Plaintiff or legal counsel retained by or serving any Plaintiffs in the Litigation shall be barred and permanently enjoined from making any further claim for attorneys' fees or costs associated in any way with the Litigation.

Date: September 14, 2012

s/Michael J. Davis
Michael J. Davis
Chief Judge
United States District Court